



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

383 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012

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VIOLET VARONA-LUKENS, EXECUTIVE OFFICER
(213) 974-1411

November 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONTRACT EXTENSION FOR PRODUCTION OF TELEVISED
BOARD MEETINGS AND RELATED SERVICES
ALL SUPERVISORIAL DISTRICTS (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached amendment to Agreement Number 68014 with Network Television Time, Inc., to extend the term of the agreement for three years through November 30, 2007, at the current contract rates, to provide the County with production services for the televised hearings and meetings of the Board.
2. Direct the Chief Administrative Officer to allocate sufficient funds in the County's annual budget from the Cable TV Franchise Fund for payments authorized under the amendment over its term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In February 1995, the Board of Supervisors approved a seven-year contract with Network Television Time (NTT) to install equipment, which the County would lease/purchase from NTT, and to televise the Board's public meetings. That contract was extended to allow for the replacement of outdated equipment and to add several important public service features, such as closed captioning, Spanish language translation and production of transcripts that are synchronized with the video of the Board meeting on the Internet. Subsequent to the original contract, the County has assumed ownership of most of the equipment.

The recommended amendment requires the contractor to provide the same general services that are being provided under the current contract. The contractor will produce live broadcasts of the Board's meetings, with simultaneous closed captioning and Spanish translation, on-screen graphics, and electronic transcripts. The contract amendment will allow sufficient time for the County to reevaluate the scope of services contained in the contract in light of recent technological advances and prospective additional broadcast services.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goals of Service Excellence, Workplace Excellence, and Organizational Effectiveness. The amendment will provide the public and the County's employees with easy access to Board meetings and transcripts. Services provided by the contractor save County employees considerable time and effort, particularly in the creation of minutes of the Board's meetings.

FISCAL IMPACT/FINANCING

The proposed amendment will be for a three-year term at the same rates delineated in the current agreement. Cost of living adjustments (COLA's) will be provided only as allowed by current Board policy on contract COLAs.

The cost of the proposed amendment will be financed by the Cable TV Franchise Fund. For FY 2004-2005, the amount of \$324,880 has been included in the Final Adopted Budget to cover the cost of this contract. Revenues generated from cable company franchise fees will be sufficient to fund the proposed amendment without any General Fund financing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment extends the agreement for a term of three years. The amendment also provides that the agreement can be cancelled for convenience by the County with 30 days written notice.

With this contract amendment, the Executive Officer of the Board of Supervisors will replace the Chief Administrative Officer as the Project Director. The Director of Public Affairs will act as Project Administrator (also known as the Project Manager) and will have the authority to approve additional services and purchases that do not exceed a total of \$50,000 annually.

CONTRACTING PROCESS

On December 9, 2003, a Request for Proposals (RFP) was published via the County's website by the Chief Administrative Office. Three firms submitted proposals. On May 7, 2004, the CAO notified NTT that their firm was the winning bidder for the contract. On May 17, 2004, the M Creative Group, submitted a written Request for Review of Solicitation Requirements and a written Request for Review of Department's Proposed Contractor Selection. The review was conducted and the Chief Administrative Office subsequently determined that relevant issues raised could not be remediated. As a result of these oversights, the RFP process was cancelled by the Chief Administrative Office and all proposers were notified accordingly.

The current contractor has agreed to a three-year contract amendment to provide continued production services for televising meetings while the County evaluates the changing technology in live broadcast of public meetings and analyzes its current and future anticipated needs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will continue to enhance the County's efforts to open its Board meetings to members of the public so that they might be better able to understand and participate in their government.

CONCLUSION

Three original copies of the amendment are presented for execution by this office. One fully executed copy should remain in the Board's files and two copies should be returned to the Public Affairs Office, who will forward one copy to the contractor.

Respectfully submitted,



VIOLET VARONA-LUKENS
Executive Officer, Board of Supervisors

Attachment

c: Chief Administrative Officer
Chief Deputy County Counsel
Interim Director of Internal Services

**Amendment Number Nine to Agreement Number 68014
for the Production of Televised Board Meetings**

This Amendment Number Nine to Agreement Number 68014 is made and entered into

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereafter
("COUNTY").

AND

NETWORK TELEVISION TIME, INC.,
hereafter ("CONTRACTOR").

WHEREAS, on February 7, 1995, the COUNTY and CONTRACTOR entered into Agreement Number 68014 to provide the COUNTY with production services for the videotaping of hearings and meetings of the Board of Supervisors of the COUNTY ("Board");

WHEREAS, on March 12, 2002, the COUNTY and CONTRACTOR entered into an Amendment to Agreement Number 68014 to extend the term of the Agreement from April 17, 2002 to October 17, 2002;

WHEREAS, on October 1, 2002, the COUNTY and CONTRACTOR entered into an Amendment Number Two to Agreement Number 68014 to extend the term of the Agreement from October 17, 2002 to April 17, 2003;

WHEREAS, on February 10, 2003, the COUNTY and CONTRACTOR entered into an Amendment Number Three to Agreement Number 68014 to add additional services to be performed by CONTRACTOR under the Agreement;

WHEREAS, on March 25, 2003, the COUNTY and CONTRACTOR entered into an Amendment Number Four to Agreement Number 68014 to extend the term of the Agreement from April 17, 2003 to October 17, 2003, and to authorize the Chief Administrative Officer, or his designee, to further extend the term of the Agreement, on a month-to-month basis, for up to an additional six month period;

WHEREAS, on July 1, 2003, the COUNTY and CONTRACTOR entered into an Amendment Number Five to Agreement Number 68014 for provision of additional services to be performed by the CONTRACTOR under the Agreement;

WHEREAS, on March 23, 2004, the COUNTY and CONTRACTOR entered into an Amendment Number Six to Agreement Number 68014 to extend the termination date of the Agreement from April 17, 2004 to June 30, 2004;

WHEREAS, on March 16, 2004, the COUNTY and CONTRACTOR entered into an Amendment Number Seven to Agreement Number 68014 for installation of a new plasma screen in the Board's hearing room;

WHEREAS, on June 8, 2004, the COUNTY and CONTRACTOR entered into Amendment Number Eight to Agreement Number 68014 to extend the term of the Agreement to July 31, 2004, and to authorize the Chief Administrative Officer, or his designee, to further extend the term of the Agreement for up to an additional four (4) months;

WHEREAS, it is therefore necessary to amend Agreement Number 68014 to clarify certain terms related to information required by the COUNTY; and

WHEREAS, the term of Agreement Number 68014 must be further extended to allow sufficient time for the COUNTY to establish a successor arrangement or agreement to Agreement Number 68014, including evaluation of the state-of-the-art in broadcasting public meetings.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, COUNTY and CONTRACTOR hereby agree to this Amendment Number Nine to Agreement Number 68014 to extend the termination date to and including November 30, 2007, and to add additional terms and conditions as follows:

1. Paragraph 2.1.1 of the Agreement Number 68014, as amended, is hereby amended to read as follows:

2.1.1 COUNTY'S Project Director shall be the following person or her designee:

Violet Varona-Lukens, Executive Officer
Executive Office of the Board of Supervisors
500 West Temple Street, Room 383
Los Angeles, California 90012

COUNTY'S Project Administrator, also sometimes referred to as the Project Manager, shall be:

Judy Hammond, Director of Public Affairs
500 West Temple Street, Room 358
Los Angeles, California, 90012

2. Paragraph 4.4 of Agreement Number 68014, as amended, is hereby amended to read as follows:

4.4 The Director of Public Affairs, as Project Administrator, is authorized to approve additional services and purchases under this Agreement that do not exceed a total of \$50,000 annually.

3. Paragraph 4.5 is hereby added to Agreement Number 68014, as amended, as follows:

4.5 In order to acknowledge COUNTY'S ownership of certain equipment used in the production of televised broadcasts of County Board of Supervisors' meetings and to allow COUNTY'S access to the television control room where such equipment is located, CONTRACTOR shall:

- a. develop and deliver to COUNTY, initially by December 15, 2004, and thereafter within fifteen (15) days after i) any changes in wiring or equipment, and/or ii) the date of a request from COUNTY:
 - i. the currently accurate Hearing and Control Room wiring diagrams and equipment lists including locations for all equipment owned by the COUNTY or the CONTRACTOR and utilized for purposes of this Agreement, and such additional documentation related to said wiring diagrams and equipment as may be reasonably requested by COUNTY (the "Diagrams and Equipment Lists"). Such Diagrams and Equipment Lists shall be subject to inventory by COUNTY at a time mutually agreed upon by COUNTY and CONTRACTOR within sixty (60) days after COUNTY'S receipt of the Diagrams and Equipment Lists. Said Diagrams and Equipment Lists shall be deemed validated by COUNTY unless COUNTY objects thereto within thirty (30) days after the inventory is finished. CONTRACTOR shall inform COUNTY of any changes that are made to said Diagrams and Equipment Lists and shall revise the documentation accordingly; and
 - ii. a copy of said Wiring Diagrams and Equipment Lists shall show the owner of each piece of equipment.

- b. not allow the equipment, systems, and Control Room to be used for any purpose other than for a purpose approved in advance by COUNTY.

4. Paragraph 5 of Agreement Number 68014, as amended, is hereby amended to read as follows:

5. MODIFICATION:

This Agreement shall only be modified in writing signed by CONTRACTOR and Project Director as to amendments authorized under Section 4.4 of this Agreement and ministerial amendments not requiring approval of the Board of Supervisors, and by CONTRACTOR and the Chair of the Board of Supervisors as to all other amendments.

5. Paragraph 6 of Agreement Number 68014, as amended, is hereby amended to read as follows:

6. TERM:

The term of this Agreement shall commence upon approval of the Board of Supervisors and shall expire November 30, 2007, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

6. Subparagraph 7.1 of Agreement 68014, as amended, is deleted and the following subparagraph 7.1 is substituted in lieu thereof:

- 7.1 The Contract Sum shall be the total monetary amount payable by COUNTY to CONTRACTOR for performing all the services and other work specified herein. The Contract Sum shall only include payments authorized by the Board, or if appropriate, by Project Manager, for the services provided by CONTRACTOR under this Agreement, and such payments are subject to an annual cost of living adjustment to the labor costs associated with this Agreement as described in Exhibit D, provided however that there shall be no cost of living adjustment to the labor rates for the first year of the extension of this Amendment Number Nine. For the second and third year of the extension of this Amendment Number Nine and any subsequent extensions, the contract labor rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall

be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

7. Paragraph 28.1 of Agreement Number 68014, as amended, is hereby amended to read as follows:

28.1 This Agreement may be terminated, in whole or in part from time to time, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to CONTRACTOR of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8. Paragraph 44 of Agreement 68014, as amended, is deleted and the following paragraph 44 is substituted in lieu thereof:

44. CONTRACTOR'S EXCLUSIVE OPERATIONAL AND CONTROL OF EQUIPMENT AND SYSTEMS DURING TERM OF AGREEMENT:

The CONTRACTOR shall have exclusive operational control of the equipment and systems. COUNTY, its agents, officers, employees, invitees and guests, are precluded from using or modifying the equipment and systems during the term of this Agreement without the CONTRACTOR'S written consent, which shall not be unreasonably withheld. COUNTY employees designated by the Executive Officer of the Board and/or the Project Administrator shall have access to the Control Room and equipment for inventory and related purposes; however, COUNTY shall provide advance notice to CONTRACTOR of planned COUNTY access and make reasonable efforts to schedule a time mutually agreeable to the COUNTY and CONTRACTOR in the event the CONTRACTOR desires to be present during COUNTY access. The COUNTY shall be responsible to ensure that CONTRACTOR'S operation of the equipment and systems for purposes of this Agreement is not compromised as a result of such access. The CONTRACTOR shall be held harmless for any malfunctions of the equipment and systems directly created by COUNTY employees' access to the Control Room. Notwithstanding the foregoing, COUNTY shall have

access to the Control Room for purposes of observation or viewing the Control Room during non-broadcast times upon reasonable advance notice to the CONTRACTOR and opportunity for the CONTRACTOR or his designated representative to be present.

9. Paragraph 56 is hereby added to Agreement Number 68014, as amended, as follows:

56. DIRECT SUPERVISION.

CONTRACTOR reaffirms its obligation that Mr. Bruce Arditte shall have direct and continuing involvement in the provision of services under this Agreement and that Mr. Arditte shall personally supervise contract performance on a daily basis, either in person, by telephone, or other means of remote communication, as required by paragraph 45 of this Agreement and as set out in the guaranty letter from CONTRACTOR to COUNTY dated March 5, 2004.

10. Paragraph 57 is hereby added to Agreement Number 68014, as amended, as follows:

57. FICTITIOUS BUSINESS NAMES(S):

CONTRACTOR may elect to conduct its business under one or more fictitious business names, including without limitation GOVTV, provided that COUNTY is given prior notice and CONTRACTOR provides COUNTY with a copy of its published fictitious business name statements showing that NETWORK TELEVISION TIME, INC. is the entity doing business under that fictitious business name.

All other terms and conditions of Agreement Number 68014, as previously amended, remain in full force and effect.

[Signature page follows]

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In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Nine to Agreement Number 68014 to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Nine to be subscribed in its behalf by its duly authorized signatory this _____ day of _____ 2004.

COUNTY OF LOS ANGELES


By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer
Board of Supervisors of the
County of Los Angeles


By: _____
Deputy

NETWORK TELEVISION TIME, INC.

By: 
Bruce Arditte, President

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: 
KATHLEEN D. FELICE
Senior Deputy County Counsel